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RECORDATION NO. FILED 1425

May 20, 1993

MAY 20 1993 11-00 AM

HAND DELIVERED

INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland
Secretary
Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, D.C. 20423

Dear Mr. Strickland

Enclosed for recordation pursuant to the provisions of 49 U.S.C. § 11303(a) are one (1) original and one (1) conformed copy of the Lease Agreement dated as of April 28, 1992 (the "Memorandum"), a primary document as defined in the Commission's Rules for Recordation of Documents.

The names and addresses of the parties to the enclosed Memorandum are:

Owner: C. K. Industries, Inc.
1348 Greenland Trace
DeLand, Florida 32721

Agent for Owner
and Lessor: Railcar, Ltd.
1819 Peachtree Street, N.E.
Suite 303
Atlanta, Georgia 30309

Lessee: Norfolk Southern Railway Company
8 North Jefferson Street
Roanoke, Virginia 24042-0069

A description of the boxcars covered by the enclosed document is set forth in Schedule 1 attached hereto and made a part hereof.

Also enclosed is our check in the amount of \$16.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

PKC:104990.1:05/19/93

Time Nord
17 June 1993

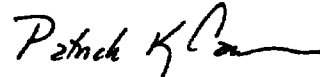
Mr. Sidney L. Strickland
May 20, 1993
Page 2

Kindly return a file-stamped copy of the enclosed document to Patrick K. Cameron, Esq., Ober, Kaler, Grimes & Shriver, 120 East Baltimore Street, Baltimore, Maryland 21201-1643.

A short summary of the enclosed primary document to appear in the Commission's index is:

Lease Agreement dated as of April 28, 1992, by and between Railcar, Ltd., as agent for C.K. Industries, Inc., as lessor, and Norfolk Southern Railway Company, as lessee, covering thirty-nine (39) 60' 100 ton insulated boxcars, bearing NS reporting marks 443000 through 443038 inclusive, together with all accessions, additions, modifications, appurtenances, parts, improvements and attachments thereto, all substitutions and replacements thereof and all proceeds, including all insurance proceeds, settlement proceeds and requisition compensation, thereof.

Very truly yours,



Patrick K. Cameron

PKC/pml
Enclosures

Schedule 1

Thirty-nine (39) 100-ton 60' insulated boxcars,
rebuilt in 1992, bearing NS reporting marks 443000
through 443038, inclusive.

LEASE AGREEMENT

MAY 20 1993 11:00 AM

INTERSTATE COMMERCE COMMISSION
This LEASE AGREEMENT ("Lease") is made and entered as of the 28th day of April, 1992, between RAILCAR, LTD., a Georgia corporation acting as principal and/or agent for owners identified in Exhibit A hereto (hereinafter called "LTD"; LTD and such owners are collectively referred to as LTD from time to time in this Lease, except that, as the context may require, LTD shall mean, with respect to any Car, the owner of said Car identified in Exhibit A or LTD in its management and agent capacity with respect to such Car), and NORFOLK SOUTHERN RAILWAY COMPANY (hereinafter called "Lessee").

RECITALS

Lessee desires to lease from LTD as Lessor certain railroad cars, hereinafter specifically designated, all upon the rentals, terms and conditions set forth in this Lease.

AGREEMENT

It is Agreed:

1. Lease of Cars. LTD agrees to lease to Lessee and Lessee agrees to and does hereby lease from LTD the Cars (the term "Cars" and other terms used herein are defined in Paragraph 28 hereof). The Cars covered by this Lease are those which shall be delivered to and accepted by Lessee pursuant to Paragraphs 2 and 3 hereof. The Lease shall become effective as to any Car immediately upon its acceptance pursuant to Paragraph 3.

2. Delivery of Cars. LTD shall deliver the Cars as promptly as is reasonably practicable. LTD's obligations with respect to delivery of all or any of the Cars are hereby made expressly subject to, and LTD shall not be responsible for, failure to deliver or delays in delivering Cars due to labor difficulties, fire, delays and defaults of carriers and material suppliers of Car manufacturers, acts of God, governmental acts, regulations and restrictions or any other causes, casualties or contingencies beyond LTD's control and not attributable to acts or omissions of LTD. Subject to receipt of component parts for the agreed repairs, the first Car is expected to be available for acceptance in approximately ten (10) weeks after execution of this Lease. Thereafter, and after full production efficiencies are attained, Cars are expected to be completed and available for acceptance at the rate of approximately one (1) Car per day. Notwithstanding the foregoing, Lessee may cancel this Lease as to any Car or Cars not delivered by November 30, 1992. Delivery shall be f.o.t. Kustom Karr Division of Corbin Railway Service Company in Jacksonville, Florida; provided, however, Lessee acknowledges that the Cars are located in St. Louis, Missouri, and agrees to transport same to Jacksonville, Florida free of charge to the extent the charges relate to use of or transportation on Lessee's tracks. From and after acceptance of a Car, as between Lessee and LTD, Lessee shall be liable for, and shall pay or reimburse LTD for the payment of, all costs, charges and expenses of any kind whatsoever on account of or relating to switching,

démurrage, detention, storage, transportation or movement of a Car after acceptance thereof by Lessee and prior to termination of this Lease with respect thereto, including specifically, but not exclusively, freight and switching charges for movement to and from car shops, storage or terminal facilities. Pursuant to the preceding sentence, Lessee acknowledges and agrees that, if Lessee elects to install compensating air bag systems in the Cars, then following delivery in Jacksonville, Florida, the Cars will be transported, at Lessee's cost, to the repair shop of Industrial Transportation Services, Inc. in Golden, Colorado for installation of such systems. The cost of installation of the compensating air bag systems shall be borne by LTD.

3. Condition of Cars - Acceptance.

(a) Initial Acceptance. All Cars delivered in Jacksonville, Florida hereunder shall be in satisfactory condition for movement in the normal interchange of rail traffic and shall be as described and meet all the specifications contained in Exhibit A; but Lessee shall be solely responsible for determining that Cars are in proper condition for loading and shipment. Within one week after LTD shall have delivered one or more Cars in Jacksonville, Florida, Lessee shall have its authorized representative inspect such Cars at the point of delivery and accept or reject them as to condition. Except as otherwise expressly provided herein, Cars so inspected and accepted shall upon acceptance be conclusively deemed to be accepted and subject to this Lease and to meet all requirements of this Lease. Lessee shall issue and deliver to LTD with respect to all Cars so accepted, a Certificate of Inspection and Acceptance in the form of Exhibit B-1.

(b) Acceptance After Air Bag Installation. If Lessee elects to install compensating air bag systems for the Cars, such Cars shall comply with the description and/or specifications attached hereto as Exhibit D. Within one week after LTD shall have delivered one or more Cars in Golden, Colorado, Lessee shall have its authorized representative inspect such Cars at the point of delivery and accept or reject them as to the condition of the compensating air bag systems. Except as otherwise expressly provided herein, Cars so inspected and accepted shall upon acceptance be conclusively deemed to be accepted and subject to this Lease and to meet all requirements of this Lease. Lessee shall issue and deliver to LTD with respect to all Cars so accepted, a Certificate of Inspection and Acceptance in the form of Exhibit B-2.

4. Use and Possession. Throughout the continuance of this Lease, subject to Paragraph 18 hereof, (a) Lessee shall be entitled to possession of each Car from the date the Lease becomes effective as to such Car, (b) Lessee may use the Cars on the property or lines owned or operated by Lessee (either alone or jointly with another) or by an affiliate of Lessee, or upon lines over which the Lessee or any such affiliate shall have trackage or other operating rights, and (c) the Lessee shall be entitled to permit the use of the Cars upon connecting and other railroads in the usual interchange of traffic or over which through service may be afforded, provided, however, that Lessee agrees that the Cars shall at all times be used (i) in conformity with Interchange Rules, (ii) in compliance with the terms and provisions of this Lease; and (iii) predominantly within the continental limits of the United States of America.

5. Term. This Lease Agreement shall be for a term of ten (10) years, hereinafter referred to as "Lease Year(s)", the first of which shall commence on the first day of the month following the month in which the last Car is delivered and accepted in Jacksonville, Florida hereunder pursuant to Paragraphs 2 and 3 (the "Commencement Date"); provided, however, that if Lessee elects to install compensating air bag systems in the Cars, then such term and the Commencement Date hereof shall be determined by reference to delivery and acceptance in Golden, Colorado. All of the terms and provisions of this Lease Agreement shall apply and be in full force and effect with respect to Cars accepted by Lessee prior to the Commencement Date. Notwithstanding any provision in this lease to the contrary, Lessee shall have the option to terminate this lease effective at the end of the seventh (7th) Lease Year by giving written notice of such termination to LTD no later than 180 days before the end of the seventh (7th) Lease Year.

6. Rental. Lessee shall pay rental to LTD as follows:

- (a) Interim rental on a pro-rata basis at the rate of (\$) per Car per day during the period between the date of acceptance in Jacksonville, Florida pursuant to Paragraph 3 of each Car hereunder and the Commencement Date; such interim rental shall be payable on the Commencement Date. Notwithstanding the foregoing, if Lessee elects to install the compensating air bag system in a Car, then interim rental shall be increased to (\$) per Car during the period between the date of acceptance in Golden, Colorado and the Commencement Date.
- (b) Monthly rental at the rate of (\$, per Car commencing on the Commencement Date and terminating at the expiration of the tenth (10th) Lease Year.
- (c) Notwithstanding the foregoing, if Lessee elects not to install the compensating air bag system in a Car, the monthly rental for that Car pursuant to subparagraph (b) shall be (\$).
- (d) During the term of this Lease and until the Cars are returned by Lessee, Lessee shall be entitled to receive and retain all car hire, per diem and similar charges, payments or amounts that may be owed by other parties or that may accrue in respect of the Cars.

7. Payment. Lessee shall make payment of all sums due hereunder to LTD by check or wire transfer at the address provided in Paragraph 21 hereof, or at such other place as LTD may specify in a written notice delivered to Lessee. Rental payments shall be made monthly in advance on or before the 1st day of each month for which such rental is due.

8. Title. Lessee shall not by reason of this Lease or any action taken hereunder acquire or have any right or title in the Cars except the rights herein expressly granted to it as Lessee.

9. Repairs and Expenses. Lessee shall perform or cause to be performed and shall pay all costs and expenses of all Repair Work without any abatement in rent or other loss, cost or expense to LTD. Any parts, replacements or additions permanently affixed to any Car shall be accessions to such Car and title thereto shall be immediately vested in LTD without cost or expense to LTD.

10. Substitution of Cars. LTD may, at any time and from time to time but only with the prior written consent of Lessee which will not be unreasonably withheld, replace any Withdrawn Cars or Casualty Cars with Replacement Cars and such Replacement Cars shall be deemed to be subject to all terms and conditions of this Lease from and after acceptance thereof by Lessee in accordance with Paragraph 3. The parties shall execute amendments to this Lease and such other or further documents as may be reasonably required by either party hereto to evidence the withdrawal from and termination of this Lease with respect to Withdrawn Cars or Casualty Cars, or to include any Replacement Cars within the terms and provisions of this Lease and of any other document under which LTD has assigned its rights hereunder, as permitted in Paragraph 19 hereof.

11. No Abatement of Rent. Rental payments on any Car shall not abate if such Car is out of service for Repair Work nor on account of any other reason whatsoever, provided, however, in the event of a breach of warranty of or default under this Lease by LTD which is not cured with thirty (30) days after written notice from Lessee thereof, rental payments with respect to those Cars to which the breach pertains shall thereafter abate until such cure is effected.

12. Taxes. Lessee shall be liable for and pay or reimburse LTD for payment of all Federal, State or other governmental charges or taxes properly assessed or levied against the Cars in respect to the term of this Lease, including but not limited to (i) all Federal, State or local sales or use taxes imposed upon or in connection with the lease of the Cars under this Lease; (ii) all taxes, duties or imports assessed or levied on the Cars or this Lease by a foreign country; (iii) all personal property and ad valorem taxes; and (iv) all taxes or governmental charges assessed or levied upon its interest as Lessee of Cars. If any levy or assessment is made against LTD or which LTD shall pay on account of any of the foregoing matters, exclusive, however, of any taxes on the net income of LTD therefrom (except any such tax which is in substitution for, or relieves the Lessee from the payment of taxes which it would otherwise be obligated to pay or reimburse as hereinbefore provided), Lessee will promptly pay or reimburse LTD for same; but the Lessee shall not be required to pay the same so long as it shall in good faith and by appropriate legal or administrative proceedings contest the validity or amount thereof unless thereby, in the judgment of LTD, the rights or interest of LTD in and to the Cars will be materially endangered. In the event any tax reports are required to be made on the basis of individual Cars, the Lessee will either make such reports in such manner as to show the ownership of such Cars by LTD or will notify LTD of such requirements and will make such report in such manner as shall be satisfactory to LTD.

13. Liens. The Lessee covenants that it will pay and discharge, or cause to be paid and discharged, or make adequate provision for the satisfaction or discharge of, any debt, tax, charge, assessment or claim which if unpaid might become a lien or charge upon any of the Cars (except upon the leasehold interest of the Lessee therein) in favor of anyone claiming through or under the Lessee; but this provision shall not require the payment of any such debt, tax, charge, assessment obligation or claim so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings.

14. Indemnity. Lessee will indemnify LTD against any loss, liability, damage, claim, expense (including reasonable attorneys' fees and expenses of litigation) or injury imposed on, incurred by, or asserted against LTD arising directly or indirectly out of Lessee's use, lease, possession or operation of the Cars during the term of this Lease, however occurring, except any loss, liability, damage, claim, expense or injury to the extent attributable to the negligence or intentional act or omission of LTD or for which a railroad or railroads have assumed full responsibility and have satisfied such responsibility. All indemnities contained in this Lease shall survive the termination hereof however same shall occur.

15. Lettering - Inventory. Except for renewal and maintenance of lettering indicating the rights of LTD or any assignee of LTD or that the Car is leased to the Lessee or to a sublessee, no lettering or marking shall be placed upon any of the Cars by Lessee except upon the written direction or consent of LTD. Notwithstanding the foregoing, Lessee may, at its sole cost, stencil the Cars with the name, initials or insignia of Lessee or of any affiliate, permitted sublessee or assignee of Lessee, or may be stencilled in some other appropriate manner to identify Lessee or such party, provided, however, Lessee shall, at its sole cost, remove such stencilling at the termination of this Lease for any reason whatsoever. LTD may at its own cost, expense and risk inspect the Cars at reasonable times and locations, and Lessee shall, upon written request of LTD, but no more than once every year, furnish to LTD an inventory of all Cars then covered by this Lease.

16. Loss, Theft or Destruction of Cars. In the event any Car is lost, stolen, destroyed or damaged beyond economic repair as determined by Lessee, Lessee shall, by notice, promptly and fully advise LTD of such occurrence. Within 45 days after demand by LTD, Lessee shall promptly make payment to LTD in the amount prescribed in the schedule attached hereto as Exhibit C-1 (with respect to any Car for which Lessee has elected to install the compensating air bag system, the amount prescribed in the schedule attached hereto as Exhibit C-2 and made a part hereof shall be substituted in lieu of the amount in Exhibit C-1) and made a part hereof for the loss of such Car; provided however there shall be credited against the amount owed by Lessee under Exhibit C-1 (or Exhibit C-2, as the case may be) the amount of any payment received by LTD for such Casualty Car from a handling railroad or other party under and pursuant to Interchange Rules, such credit not to exceed the amount owed. This Lease shall terminate with respect to a Casualty Car on the date LTD shall receive notice of a casualty occurrence with respect thereto, and thereafter Lessee shall have no further liability to LTD hereunder with respect thereto excepting liabilities

arising or existing under Paragraphs 6, 9, 12, 13, and 14 hereof (provided that no further amounts will accrue under Paragraphs 6 and 9 after the date of the casualty occurrence) and the liability, if any, of Lessee to make payments pursuant to this Paragraph. Upon payment of any amounts due from Lessee as provided in this Paragraph, LTD shall deliver to Lessee a bill of sale to such Casualty Car transferring ownership thereof to Lessee.

17. Return of Cars. Upon the expiration or upon the termination of this Lease with respect to any Car (other than pursuant to Paragraph 16 hereof), Lessee shall at its sole cost and expense and as promptly as practicable surrender possession of such Car to LTD by delivering same to LTD at such point on Lessee's rail line as may be reasonably designated by LTD and reasonably agreeable to Lessee. Each Car so surrendered shall be in satisfactory condition for loading and movement in the normal interchange of rail traffic, ordinary wear and tear excepted, and shall be in need of no Repair Work for which Lessee is liable under Paragraph 9. Until the delivery of possession to LTD pursuant to this Paragraph 17, Lessee shall continue to be liable for and shall pay rental at the rate being paid immediately prior to termination or expiration, and Lessee shall in addition make all other payments and keep all obligations and undertakings required of Lessee under any and all provisions of this Lease as though such termination or expiration had not occurred.

18. Default. If Lessee shall fail to make any payment required hereunder within 20 days after same shall have become due or shall default or fail for a period of 20 days after receipt of written notice specifying such default or failure in the due observance or performance of any material covenant, condition or agreement required to be observed or performed on its part hereunder, or if a proceeding shall have been commenced by or against Lessee under any bankruptcy laws, Federal or State, or for the appointment of a receiver, assignee or trustee of Lessee or its property, or if Lessee shall make a general assignment for the benefit of creditors, then and in any of said events LTD may --

(a) Terminate this Lease by written notice to such effect, and retake the Cars and thereafter recover as liquidated damages (and not as a penalty), it being acknowledged by the parties that actual damages are difficult or impossible to estimate and that the following is a reasonable pre-estimate of the probable loss, any and all costs and expenses of termination, retaking and reselling or re-leasing (including, without limitation, reasonable attorneys' fees) in addition to the present value (using a discount rate of ten percent (10%)) of all rental for the unexpired balance of the Lease term unpaid as of said date of termination, reduced by the present value (using a discount rate of ten percent (10%)) of the fair market rental value of the Cars for the unexpired balance of the Lease term as of said date whether or not such Cars are relet (such value to equal zero for any Car not returned by Lessee). LTD may sell the Cars at public or private sale, with or without notice, advertisement, or publication, as LTD may determine, or otherwise dispose of, hold, use, operate, lease to others or keep idle the Cars as LTD in its sole discretion may determine, all free and clear of any rights of Lessee and without any duty to account to Lessee with respect to such action or inaction or for any proceeds with respect thereto; or

(b) Without terminating the Lease, repossess the Cars, but in the event the Cars are delivered to LTD or are repossessed, LTD shall use reasonable efforts to relet the same or any part thereof to others upon a reasonable rental and such other terms as it may see fit. The proceeds of any such reletting shall first be applied to the expenses (including reasonable attorneys' fees) of retaking and reletting of the Cars and delivery to the new lessee and then to the payment of rent due under this Lease. Lessee shall pay any deficiency remaining due after so applying the proceeds as the same shall accrue. The election by LTD to relet the Cars and the acceptance of a new lessee shall not operate to release Lessee from liability for any existing or future default in any other covenant or promise herein contained.

The obligation to pay any deficiency or any sum or sums due and unpaid or any damages suffered by reason of Lessee's default hereunder shall survive the termination of the Lease and the retaking of the Cars. In all events, LTD shall be obligated to mitigate damages in the event of a breach by Lessee hereunder. The remedies in this Lease shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies existing at law or in equity, provided, however, that the remedies in subparagraphs (a) and (b) above shall be mutually exclusive.

Except as otherwise expressly provided in this Lease, in the event of a breach of this Lease by LTD, Lessee shall have available all remedies existing at law or in equity.

19. Sublease and Assignment. The right to assign this Lease by either party and the Lessee's right to sublease shall exist only as follows:

(a) Except as provided in this subparagraph, Lessee shall have no right to assign or sublease any of the Cars without the prior written consent of LTD. Lessee may assign this Lease or sublet any of the Cars to an affiliate of Lessee or to a railroad classified as a Class I or Class II rail carrier. This Lease shall inure to the benefit of any successor to Lessee by merger, consolidation or sale of assets.

(b) All rights of LTD hereunder may be assigned, pledged, mortgaged, transferred or otherwise disposed of either in whole or in part without the consent of Lessee, provided LTD will give notice thereof to Lessee. This Lease and Lessee's rights hereunder are and shall be subject and subordinate to any chattel mortgage, security agreement or equipment trust or other security instrument covering the Cars heretofore or hereafter created by LTD. If LTD shall have given written notice to Lessee stating the identity and post office address of any assignee entitled to receive future rentals and any other sums payable by Lessee hereunder, Lessee shall thereafter make such payments to the designated assignee.

The making of an assignment or sublease by Lessee or an assignment by LTD shall not serve to impose any liability or undertaking hereunder upon any such assignee or sublessee except as otherwise provided herein or unless expressly assumed in

writing by such sublessee or assignee nor serve to relieve such assignor or sublessor of any liability or undertaking hereunder.

20. Reserved.

21. Notice. Any notice required or permitted to be given pursuant to the terms of this Lease shall be properly given when made in writing, deposited in the United States mail, registered or certified, postage prepaid, addressed to:

LTD at: 1819 Peachtree Road, N.E.
Suite 303
Atlanta, Georgia 30309

Lessee at: Norfolk Southern Railway Company
8 North Jefferson Street
Roanoke, Virginia 24042-0069
Attention: Treasurer
(with a copy to Assistant Vice President,
Purchasing)

or at such other address as either party may from time to time designate by such notice in writing to the other.

22. Warranty - Representations.

(a) EXCEPT AS EXPRESSLY SET FORTH OR INCORPORATED BY REFERENCE IN THIS LEASE OR THE EXHIBITS ATTACHED HERETO, LTD MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING SPECIFICALLY BUT NOT EXCLUSIVELY, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE DESIGN, WORKMANSHIP, CONDITION OR QUALITY OF THE CARS OR PARTS THEREOF WHICH CARS HAVE BEEN ACCEPTED BY LESSEE HEREUNDER. LTD shall assign any warranties it receives from rebuilders of the Cars to Lessee to the fullest allowable extent.

(b) IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL LTD BE LIABLE TO LESSEE OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, COLLATERAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE OR KIND WHATSOEVER IN CONNECTION WITH THE LEASE, USE, POSSESSION OR OPERATION OF THE CARS, OR ARISING BY REASON OF ANY IMPERFECTION OR DEFECT IN THE CARS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF WHETHER BASED IN TORT OR IN CONTRACT.

23. Governing Law - Writing. The terms of this Lease and all rights and obligations hereunder shall be governed by the laws of the State of Georgia. The terms of this Lease and the rights and obligations of the parties hereto may be changed or terminated only by agreement in writing signed by the party against whom enforcement of such change or termination is sought.

24. Counterparts. This Lease may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which may be evidenced by any such signed counterpart.

25. Severability - Waiver. If any term or provision of this Lease or the application thereof to any persons or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. Failure of either party to exercise any rights hereunder shall not constitute a waiver of any such right upon the continuation or recurrence of the situation or contingency giving rise to such right.

26. LTD's Agency Role. It is understood and agreed between the parties that LTD, where LTD has executed in executing this Lease on behalf of the owners, is acting as agent for the owners of the Cars and that all references herein to LTD as agent shall be construed to bind only the owners of the Cars and not LTD as a principal.

27. Past Due Payments. Any nonpayment of rentals or other sums due hereunder, whether during the period within which a default may be cured or for a longer period, and whether or not deemed a default or violation of this Lease, shall result in the obligation on the part of the Lessee to pay also an amount of interest equal to nine percent (9%) per annum (or if such rate may not lawfully be charged, then the highest rate which may lawfully be charged) of such overdue sum for the period of time such sum is overdue and unpaid.

28. Definitions. For all purposes of this Lease the following terms shall have the following meaning:

(a) "Cars" -- railroad cars of the type, construction and such other description as is set forth in Exhibit A, attached hereto and made a part hereof.

(b) "Interchange Rules" -- all codes, rules, interpretations, laws and orders governing hire, use, condition, repair and all other matters pertaining to the interchange of freight traffic reasonably interpreted within the rail industry as being applicable to the Cars, as adopted and in effect from time to time by the Association of American Railroads, or any successor.

(c) "Repair Work" -- all repairs, maintenance, modifications, additions or replacements required by the Interchange Rules to keep and maintain the Cars in satisfactory condition for loading and movement in the normal interchange of rail traffic, which work will be performed in accordance with prudent industry practices; in all events, the doors and load dividers/bulkheads will be maintained in good operating condition. Notwithstanding the foregoing, Repair Work shall not include any necessary

replacement of door face sheets due to excessive corrosion from contact with interior foam insulation, which shall be for the account of LTD.

(d) "Withdrawn Cars" -- Cars as to which this Lease has been terminated by LTD with Lessee's consent because deemed by LTD to be unsuitable or uneconomical for Repair Work.

(e) "Casualty Cars" -- Cars which are lost, stolen, destroyed or damaged beyond economic repair as determined by Lessee.

(f) "Replacement Cars" -- Cars of substantially similar description and specifications to that set forth in Exhibit A which are substituted for Withdrawn or Casualty Cars.

29. Benefit. Except as otherwise provided herein the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of the parties and (to the extent permitted in Paragraph 19 hereof) their successors and assigns. Without limiting the generality of the foregoing, the indemnities of the Lessee contained in Paragraph 14 hereof shall apply to and inure to the benefit of any assignee of LTD, and if such assignee is a trustee or secured party under an indenture under which evidence of indebtedness has been issued in connection with the financing of the Cars, then also to the benefit of any holder of such evidence of indebtedness.

30. Recording. Upon request by LTD, Lessee shall join in the execution of a memorandum or short form of this Lease for use in recordation under 49 U.S.C.A. Section 11303 or such other recordation as LTD reasonably deems appropriate. Said memorandum or short form of lease may describe the parties, the Cars being leased and the term of this Lease, including any options to extend, and shall incorporate the Lease by reference.

IN WITNESS WHEREOF, LTD and Lessee have duly executed this Lease as of the day and year first above written.

RAILCAR, LTD., for itself and as agent for the owners shown on Exhibit A, to the extent hereinabove provided

By: Will L. Pinner
President

(SEAL)

ATTEST:

Madame D. D. D. D.
Secretary

NORFOLK SOUTHERN RAILWAY COMPANY
a Virginia corporation

By: D. C. D. D.
Title: Vice President

(SEAL)

ATTEST:

Alfred M. Martin
Assistant Secretary

EXHIBIT A

RAILCAR, LTD
02/05/92 SPECIFICATION COVERING

I. SCOPE

The Cars subject to the Lease shall be thirty-nine (39) former MRS 60 ft. 100-ton RBL boxcars from the following series which are owned by C.K. Industries, Inc, a Florida Corporation:

<u>SERIES</u>	<u>QUANTITY</u>	<u>YEAR BUILT</u>	<u>BUILDER</u>
MRS 2000 - 2249	39	1973	Fruit Growers Express

Prior to delivery to Lessee under the Lease, each of the Cars shall have been rehabilitated, rebuilt and modified to meet specifications and requirements set forth in this specification. This specification provides the standards, requirements, instructions and procedures applicable to the rebuilding and modification of the Cars such that the Cars will be, at the time of delivery to Lessee, structurally and mechanically sound and meeting all applicable AAR and FRA requirements. The Cars will be modified to gain the maximum cubic capacity within limiting dimensions of AAR Plate C, an increase in the inside height of the Car of sixteen (16) inches.

II. DESCRIPTION

These cars are of welded underframe and riveted superstructure construction equipped with 20" travel center of car cushioning, Youngstown 10 ft. plug doors and (2) Evans Dual Air-Pak load dividers. Trucks are narrow-pedestal roller bearing type of ASF A-3 ride control design with D-5 springs and 2" high friction composition shoes. Air brakes are ABD with conventional rigging, AAR approved double acting mechanical slack adjusters, A-1 reduction relay valves and welded trainlines. Sides are of riveted design with inside pressed vertical hat section side posts. Floors are 25K 2 1/2" thick horizontal laminated potlatch. Side lining is 1/2" Douglas fir exterior grade plywood and end lining is 1 1/2" X 5 1/2" T&G Douglas fir. Cars are insulated with foamed-in-place 2# average core density polyurethane insulation of the following thicknesses: Floor - 4 1/2", Sides - 4", Ends - 4", Roof - 5", Doors - 4". This insulation provides a UA factor (as built) of 150.

III. GENERAL DATA

	<u>AS BUILT</u>	<u>AS MODIFIED</u>
Car Type Code	R610	R610
Year Built	1973	1973
		Rebuilt 1992
Cubic Capacity	5250	6228
Nominal Capacity	168,000	162,000
Inside Length	62'6"	62'6"
Inside Width	9'4"	9'4"
Inside Height (Floor to Ceiling)	9'0"	10'4"
Inside Height (Floor to Bottom of Crane Rail)	8'7"	9'11"
Outside Length	70'7"	70'7"
Extreme Width - Outside	10'8"	10'8"
Extreme Height	13'11"	15'3"
Side Door Width	10'0"	10'0"
Side Door Height	8'6"	9'10"
Side Door Type	Plug (Youngstown)	Plug (Youngstown)
Clearance	B	C
Bearings	Roller, 100-Ton	Roller, 100-Ton, NFL

IV. WORK CONTENT

A. AAR Rebuild

Cars will be rebuilt in accordance with provisions of AAR Rule 88, including, but not limited to, items contained in this specification. Shop will furnish required drawings and stress calculations for AAR Certification, arrange for AAR inspection, etc.

B. Superstructure Repair

All superstructure components, such as side sheets, door posts, ends and roof will be inspected and repaired as required. Cuts, tears or cracks in side sheets or roof sheets will have steel patches applied by seal welding all-around. Cracks will be welded before application of patches where feasible. Extreme care must be taken to protect against possible damage to foam insulation which is flammable.

C. Underframe Repair

These members will be examined for damage and appropriate corrective action taken. Bent areas will be straightened. Cracked or broken welds will be removed by torch or air-arc and joints re-welded. Cracks or breaks in parent metal will be "V"-cut and welded with 100% penetration; suitable reinforcing plates will be applied. Center sill repairs, if required, will be in accordance with AAR Interchange Rule 57 - Section 2.

Body side bearings will be checked for breakage, loose condition, distortion and excessive wear. Side bearings will be replaced if found defective; application to be made using grade 8 plow bolts and self locking nuts. Side bearing clearance will be adjusted as necessary when repairs are completed. Sliding sill supports and wear plates and center plates and securements will be inspected and repaired or replaced as necessary. Worn surfaces will be restored in accordance with manufacturer's recommendations where permissible to do so.

D. Doors

Doors will be modified to include the "Anti-Spin" feature.

Doors and associated door hardware and components will be repaired or renewed as necessary. All doors will be equipped with approved safety arms. After modification to increase height, new lining, foam insulation and door gaskets will be applied and doors adjusted and lubricated to insure proper operation and sealing.

E. Body Center Plates

Body center plates will be checked for wear, cracks, and proper attachment and repaired or replaced as required. Bowl diameters worn $\frac{1}{8}$ " or more at any point will be restored by welding and grinding.

F. Brake System

Welded air brake fittings will be applied to all pipe fittings not so equipped. All cars will be given a complete COT&S and tested per Rule 88. All air brake components will be inspected and repaired or replaced as necessary. Hand brakes, slack adjusters, angle cocks, dirt collectors and cut-out cocks will be reconditioned. Brake steps must be of approved self clearing design. New or reconditioned air hose assemblies in accordance with AAR Standard S-491 and assembled by Ferrule Clamping will be applied. All cars will have reconditioned 1967 three position pressure retaining valves standard S-446 applied if not so equipped.

Brake pipe restriction test will be performed.

Cars must meet the braking ratio requirements of Table 1, Paragraph 3.1 of AAR Standard S-401, as determined by a static dynamoter brake shoe test, for both new and completely worn wheel and shoe condition.

G. Draft System

Couplers, radial butt followers and Y-47 pins will be removed, gauged and inspected per AAR Interchange Rule 17 and replaced with new or suitably reconditioned components as required. Uncoupling mechanisms will be repaired or replaced as necessary and must be of a design approved for 20" travel sliding sill underframes. Waughmat cushion units and center of car cushioning devices, supports and securements will be closely inspected and repaired or replaced as required. After coupler application, coupler height and uncoupling level clearance will be adjusted as required.

H. Trucks

All truck side frames and bolsters will be completely reconditioned in accordance with AAR requirements for certification of same. Center bowls will be cleaned and lubricated with solid disc type lubricant. All wheels and roller bearing adapters will be gauged using AAR approved gauges, as appropriate, and renewed as necessary. All wheels must be of the curved wheel plate design. Cast Integral side bearing housings will be burnt off, surfaces prepared, necessary holes drilled and new constant contact side bearings as specified by Railcar, Ltd. applied to truck bolsters, all in accordance with ASF recommended procedures. New or recertified truck springs and new or reconditioned NFL roller bearings and brake beams will be applied.

I. Interior

Decking, lining, crane rails and main and floating bulkhead assemblies will be repaired or replaced as required. Floor tracks will be cleaned. After completion of repairs and modifications, air bags will be tested in accordance with manufacturer's recommendations.

J. Modification

In order to provide additional interior loading space, height of car bodies will be increased to the maximum allowable under AAR Plate C, an increase of 16" including provisions for a 10' wide X 9'10" high door opening. Extensions to doors, sides, ends and bulkheads and relocation of crane rails will be consistent with original design, material specifications and securement. Lining will be removed only to the extent necessary for removal of roof and application of side, end and doorway extensions. After modification, new nailers, lining and foam insulation will be applied as necessary consistent with original construction.

K. Painting and Stenciling

1. Interiors

Interior surfaces of side, end, door and bulkhead extension members will be painted with primer prior to application of nailers, lining and insulation where applicable. After repair and reinstallation, crane rails and bulkhead exteriors will be painted as required.

2. Exterior Surface Preparation

The following parts of cars will be completely covered for protection during all blasting and painting operations:

- a. Trucks
- b. Brake valves
- c. Brake cylinders
- d. Slack adjusters
- e. Yokes & draft gears
- f. Angle cocks
- g. Exposed portions of couplers

Handbrakes will be similarly protected during blasting operation only.

Air hose glad hands will be taped or otherwise protected to prevent entrance of abrasive material.

All exterior carbody surfaces will be blasted to SSPC/SP-6. The cleaned surfaces are to be free of moisture, dirt, oil and grease, loose paint, rust, scale and non adhering rust. Heavily rusted areas on underframe members will also be blasted clean.

After blasting, car will be blown off to remove all abrasive material.

3. Paint Application

Cars will be painted with a two (2) coat alkyd system to a total dry film thickness of 3½ mils. (Primer - 1 mil DFT minimum, finish coat - 2½ mil DFT minimum). Airless spray application will be used in accordance with manufacturer's recommendations.

Truck will receive a fog coat of black paint.

Color and paint manufacturer are subject to approval by Railcar, Ltd. and must be on Norfolk Southern's approved list.

4. Stenciling

Cars will be stenciled with white stencil paint by means of spray application.

Consolidated stencils, reporting marks, and all other stenciling will be governed by the latest revision of the AAR Interchange Rules as to size, location, etc.

I. Lightweighing and Stenciling

All cars will be lightweighed and stenciled after painting.

J. Miscellaneous

1. Safety appliances will be repaired as necessary to comply with the latest revision of Safety Appliance and Power Brake Law.
2. Cars must have provisions for jacking in accordance with AAR Rule 88.
3. Mating surfaces of mechanically secured connections will be primed prior to application.
4. Stress calculations and/or drawings required per AAR Rule 88 will be prepared and submitted by contract shop to insure AAR approval of modification to increase interior height.
5. AEI transponders will be applied in accordance with AAR specifications.

EXHIBIT B-1

CERTIFICATE OF INSPECTION AND CONDITIONAL ACCEPTANCE

The undersigned, a duly authorized representative of Norfolk Southern Railway Company (the "Railroad"), for the purpose of inspecting equipment that is to become subject to a Lease Agreement dated as of _____, 1992, between Railcar, Ltd. and the Railroad (the "Equipment Agreement"), hereby certifies that the following described unit or units of railroad equipment (the "Equipment"):

Description: 60 ft. 100-ton RBL Boxcars

Quantity:

Road Numbers:

Delivered at: Kustom Karr Division of Corbin Railway Services
Green Cove Springs, Florida

have been delivered to and have been inspected and accepted on behalf of the Railroad, as Lessee under the Equipment Agreement, as of the date indicated below, ~~with the exception of those items referred to in Exhibit D.~~ *LLS 6/4/92*

The execution of this certificate shall not in any way reduce, limit, alter or affect the Railroad's right to pursue an claim, in warranty or otherwise, against the manufacturer or rebuilder of the Equipment for any defect, whether latent or patent, nor does it abrogate the manufacturer's or rebuilder's obligation to cure any nonconforming equipment which is either knowingly or unknowingly accepted hereby.

Authorized Representative of
Norfolk Southern Railway Company

Dated: _____

EXHIBIT B-2

CERTIFICATE OF INSPECTION AND FINAL ACCEPTANCE

The undersigned, a duly authorized representative of Norfolk Southern Railway Company (the "Railroad"), for the purpose of inspecting equipment that is to become subject to a Lease Agreement dated as of _____, 1992, between Railcar, Ltd. and the Railroad (the "Equipment Agreement"), hereby certifies that the following described unit or units of railroad equipment (the "Equipment"):

Description: 60 ft. 100-ton RBL Boxcars

Quantity:

Road Numbers:

Delivered at: Industrial Transportation Services, Inc.
Golden, Colorado

have been delivered to and have been inspected and accepted on behalf of the Railroad, as Lessee under the Equipment Agreement, ~~as conforming in all respects, to those items referred to in Exhibit D of the Equipment Agreement,~~ as of the date indicated below.

2/1/92 C/1/1/92
The execution of this certificate shall not in any way reduce, limit, alter or affect the Railroad's right to pursue an claim, in warranty or otherwise, against the manufacturer or rebuilder of the Equipment for any defect, whether latent or patent, nor does it abrogate the manufacturer's or rebuilder's obligation to cure any nonconforming equipment which is either knowingly or unknowingly accepted hereby.



Authorized Representative of
Norfolk Southern Railway Company

Dated: June 4, 1992

EXHIBIT C-1

CASUALTY LOSS SCHEDULE

The Casualty Value payable per Car shall be the amount corresponding to the month during the lease term in which notice of a casualty occurrence is given pursuant to Paragraph 16:

<u>PERIODS</u>	<u>INTERIM CASUALTY VALUE</u>
Prior to Commencement Date	63,450
0 to 3	63,450
4 to 6	62,340
7 to 9	61,229
10 to 12	60,119
13 to 15	59,009
16 to 18	57,898
19 to 21	56,788
22 to 24	55,677
25 to 27	54,567
28 to 30	53,457
31 to 33	52,346
34 to 36	51,236
37 to 39	50,126
40 to 42	49,015
43 to 45	47,905
46 to 48	46,794
49 to 51	45,684
52 to 54	44,574
55 to 57	43,463
58 to 60	42,353
61 to 63	41,243
64 to 66	40,132
67 to 69	39,022
70 to 72	37,911
73 to 75	36,801
76 to 78	35,691
79 to 81	34,580
82 to 84	33,470
85 to 87	32,360
88 to 90	31,249
91 to 93	30,139
94 to 96	29,028
97 to 99	27,918
100 to 102	26,808
103 to 105	25,697
106 to 108	24,587
109 to 111	23,477
112 to 114	22,366
115 to 117	21,256
118 to 120	20,145

EXHIBIT C-2

CASUALTY LOSS SCHEDULE

The Casualty Value payable per Car shall be the amount corresponding to the month during the lease term in which notice of a casualty occurrence is given pursuant to Paragraph 16:

<u>PERIODS</u>	<u>FINAL CASUALTY VALUE</u>
Prior to Commencement Date	72,000
0 to 3	72,000
4 to 6	70,708
7 to 9	69,417
10 to 12	68,125
13 to 15	66,833
16 to 18	65,542
19 to 21	64,250
22 to 24	62,958
25 to 27	61,667
28 to 30	60,375
31 to 33	59,083
34 to 36	57,792
37 to 39	56,500
40 to 42	55,208
43 to 45	53,917
46 to 48	52,625
49 to 51	51,333
52 to 54	50,042
55 to 57	48,750
58 to 60	47,458
61 to 63	46,167
64 to 66	44,875
67 to 69	43,583
70 to 72	42,292
73 to 75	41,000
76 to 78	39,708
79 to 81	38,417
82 to 84	37,125
85 to 87	35,833
88 to 90	34,542
91 to 93	33,250
94 to 96	31,958
97 to 99	30,667
100 to 102	29,375
103 to 105	28,083
106 to 108	26,792
109 to 111	25,500
112 to 114	24,208
115 to 117	22,917
118 to 120	21,625

EXHIBIT D

SPECIFICATIONS TO MODIFY THIRTY-NINE (39) 100 TON 60' RBL BOXCARS

If Lessee so elects, after contract shop completes work in accordance with Railcar, Ltd. specifications dated 02/05/92, each of the Cars will be moved to Industrial Transportation Services, Golden, Colorado for following modifications to conform with Coors' specifications:

1. Relocate floating bulkheads and air bags to ends of cars, and install CTE modular pressure compensating system including necessary piping and modification of door posts to accept filling valve. This system is designed to maintain desired air bag pressure despite atmospheric pressure changes en route to destinations.
2. Apply 12" wide Kemlite scuff liner to side walls approximately 48" from top surface of floors.
3. Apply 60" wide Kemlite scuff liner to plug door lining.
4. Apply 18" wide steel scuff liner to side walls at floor level.
5. Apply crane rail stops.

NOTE: If necessary to meet Coors' specification of a UA Factor of 120 to 140, 1" thick sheet foam insulation faced with $\frac{1}{2}$ " thick plywood will be applied to side and end lining and 2" thick free foam insulation will be applied to bottom underframe surfaces.

STATE OF GEORGIA)
) ss
COUNTY OF FULTON)

On this 28th day of April, 1992, before me personally appeared Wilds L. Pierce, to me personally known, who being by me duly sworn says that he is President of the Railcar, Ltd., and Nadean C. Humbles, to me personally known to be the Secretary of said corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

James B. Gumbert
Notary Public
Notary Public, Clayton County, Georgia
My Commission Expires May 30, 1992

STATE OF Virginia)
City) ss
COUNTY OF Norfolk)

On this 5 day of June, 1992, before me personally appeared H.C. Murand, to me personally known, who being by me duly sworn says that he is Vice President of the Norfolk Southern Railway Company, and Cleora M. Martin, to me personally known to be the Secretary of said corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Janice B. Davis
Notary Public

My Commission Expires May 29, 1995